



Storage Technology Corporation
Proprietary Rights Agreement
("Agreement")

The Undersigned ("Employee") is or may be employed by Storage Technology Corporation or one of its subsidiaries or affiliates (collectively referred to as "StorageTek"). In consideration of the Employee's employment by StorageTek, the Employee and StorageTek agree to the following terms and conditions:

Proprietary and/or Confidential Information

1. Proprietary and/or Confidential Information (Information) is defined as:

- Information which includes, but is not limited to, inventions, processes, research and development, discoveries, technology, know-how, ideas, technical improvements, apparatus, data, computer software (including, but not limited to, source and object code, program listings, and flow charts), notes, plans, formulas, writings, reports, drawings, specifications, manufacturing procedures and techniques, documents, papers, engineering notebooks and memorandums related to past, current or potential products or activities of StorageTek;
- Information which includes, but is not limited to, cost data, business plans and strategies, customer data (including customer requirements and tests) and product strategies and evaluations related to past, current or potential products or activities of StorageTek;
- Information which includes, but is not limited to, personnel information or data, company compensation programs and employee manuals;
- Information which is marked with a StorageTek confidential legend; and
- Information which is received by StorageTek from a third-party under a duty of confidentiality.

2. The Employee's obligations with regard to Proprietary and/or Confidential Information (Information) are:

- to use the information only in the performance of the Employee's duties as assigned by StorageTek and in accordance with Corporate Policies and Practices;
- to refrain, during the Employee's employment or at any other time thereafter, from directly or indirectly, using, divulging, disclosing, furnishing, or otherwise making accessible to non-StorageTek personnel any information unless such information is in the public domain through no fault of the Employee's or authorized in writing for disclosure by StorageTek; and
- to refrain, upon the Employee's termination with StorageTek, from taking any information or copies thereof, in tangible or intangible forms of expression, unless written authorization is received from StorageTek.

Intellectual Property Rights, Interests and Title

1. StorageTek Intellectual Property is defined as:

any and all patents, trade secrets, information having proprietary rights, copyrights, trade marks, trade names, service marks, maskworks, or any applications therefor in the United States or otherwise, and any other proprietary rights whether or not made, conceived or reduced to practice during the Employee's hours of employment; acquired or possessed by the Employee during employment with StorageTek; or developed with use of StorageTek's facilities, materials, information or personnel during the Employee's employment with StorageTek wherein the Intellectual Property relates to the past, current, future, actual or anticipated business, product, manufacturing or research and development activities of StorageTek, either solely or in concert with third parties.

2. The Employee's obligations, without further consideration from StorageTek, with regard to Intellectual Property are:

- to acknowledge that all Intellectual Property is the sole property of StorageTek, and all rights, title and interest in and to the Intellectual Property and any applications filed therefor shall be held by the Employee in a fiduciary capacity for the sole benefit of StorageTek;
- to assign all the Employee's rights, title and interest in and to all Intellectual Property and any applications filed therefor to StorageTek;
- to execute all instruments and papers, and perform all acts necessary including, but not limited to, giving testimony in support of Employee's inventionship, and assisting StorageTek in obtaining any type of Intellectual Property protection throughout the world as may be necessary or desirable by StorageTek throughout the world; and
- to make full and prompt disclosure to StorageTek of all Intellectual Property, and to maintain proper and adequate (as specified by StorageTek's Corporate Policies and Practices) records, documentation and other expressions of data and information related to Intellectual Property. All records, documentation and expressions are and shall remain the property of StorageTek regardless of the Employee's termination with StorageTek.

Employee's Preemployment Obligations and Commitments

1. The Employee shall:

- disclose to StorageTek any and all rights claimed by the Employee in any Intellectual Property developed, owned or created by the Employee prior to the Employee's employment with StorageTek;
- refrain from bringing into StorageTek any confidential or proprietary information, data or materials from any source without the prior written approval of StorageTek;
- disclose any obligations, commitments, rights or interests that might conflict with the Employee's prospective work assignment at StorageTek; and
- preserve and honor any preexisting obligations and commitments that the Employee might have to a previous employer with regard to proprietary and confidential information, and any Intellectual property rights and interests.

Employee Nonrecruit Provision

During the Employee's employment with StorageTek and for a period of two (2) years following termination of such employment, the Employee agrees not to, directly or indirectly or in concert with others, encourage or seek to influence any employee of StorageTek to quit or leave StorageTek's employment.

Waivers

No provision of this Agreement shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by both StorageTek and the Employee.

Legal Action

The Employee shall be liable for any breach of this Agreement including any costs, damages and attorney's fees. The Employee further acknowledges that StorageTek shall be entitled to all legal and equitable relief available, including injunctive relief, if this Agreement or any part of this Agreement is breached by the Employee.

Obligation Upon Estate or Legal Representatives.

The Employee's obligations under this Agreement shall be binding upon the Employee's heirs, executors, administrators, assigns and legal representatives, and the rights of StorageTek shall pass to and be exercisable by the successors and assigns of StorageTek.

Effective Date

The provisions of this Agreement become effective as of the date set forth below.

Governing Law

The above paragraphs shall be separately construed under the laws of the state of Colorado and if any of the above paragraphs are held to be unenforceable, the remaining paragraphs shall not be affected. Any dispute arising under the provisions of this Agreement shall be brought only under the jurisdiction and venue of the Courts in and for Boulder County, Colorado.

Miscellaneous

This Agreement contains the whole of the understanding between StorageTek and the Employee, and supercedes any previous oral or written agreement executed by StorageTek and the Employee related to the subject matter of this Agreement. This Agreement may only be amended by the written agreement between StorageTek and the Employee.

Signed Edward Fiore
(Employee)

Printed Name Edward Fiore
(Employee)

Employee No. 73596

Date 5-5-96